

**SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE
COUNTY OF LOS ANGELES
9501 S. NORMANDIE AVE., UNINCORPORATED ATHENS-WESTMONT, 90044**

This Sale and Purchase Agreement ("Agreement") is made and entered into this 2~~nd~~ day of MARCH, 2016, by and between Roger Chi, an individual property owner (hereinafter "Seller"), and the County of Los Angeles, a body corporate and politic (hereinafter "County").

RECITALS:

- A. Seller is the owner of that certain real property consisting of approximately 7,100 square feet located at 9501 S. Normandie Avenue, in the unincorporated Athens-Westmont area of the County of Los Angeles, State of California, designated as Assessor's Parcel Number 6055-010-006, incorporated herein by this reference (the "Seller's Property").
- B. County desires to acquire Seller's Property, together with all easements and interests appurtenant thereto, and all intangible property owned or held in connection therewith, including without limitation, development rights, governmental approvals and land entitlements; as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- C. Seller desires to sell the Property and convey it to County, and subject to compliance with the California Environmental Quality Act and its associated regulations ("CEQA"), County desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Purchase Agreement.

1.1 No Further Encumbrance of Property. Seller shall not encumber the Property with any leasehold interest, tenancy or occupancy, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title, following County's execution of this Agreement. As of the signing of the Agreement, Seller shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy, and shall maintain the Property in that condition to and until the Closing as defined in Section 3.7 below, whichever occurs first.

1.2 Right of Entry. Seller hereby also grants to County, its agents and employees the right to enter upon the Property for the purpose of conducting

engineering surveys, soil tests, entitlement processes, including, but not limited to those reports/studies required to satisfy compliance with CEQA and any other studies/reports to determine the Property's suitability for the intended or contemplated use by County and for any other reasonable purpose.

1.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Two Hundred Forty Five Thousand and 00/100 DOLLARS (\$245,000.00)

1.4 Contingencies. County's purchase of the Property is subject to the following conditions:

1.4.1 Compliance with all applicable CEQA requirements.

1.4.2 Approval of this Agreement by County Board of Supervisors ("Board");

1.4.3 Board adopting a Resolution of Notice of Intention to Purchase the Property; and

1.4.4 Board approving the purchase of the Property.

1.5 Voluntary Termination. County may terminate this Agreement, by written notice to Seller, if County determines, in its sole discretion, that the Property is not suitable for County's intended or contemplated use or it County cannot reasonably meet all legal requirements and obtain all necessary government approvals. Upon such notice, this Agreement shall terminate and all rights of County under this Agreement shall terminate.

2.. Condition of Property.

2.1 "As Is" Purchase. County acknowledges that the Property is being offered for sale "as is" and solely in reliance on County's investigation of the property and the improvements thereon, and that no representations or warranties of any kind whatsoever, expressed or implied, have been made with respect to the Property by Seller.

3. Transfer of Property Interest.

3.1. Escrow. Within 10 business days following County's execution of this Agreement, the parties shall open an escrow account ("Escrow") with Chicago Title Company, 725 South Figueroa St. Street, Suite 200, Los Angeles, CA 90017 ("Escrow Holder"). This Agreement shall constitute the basic Escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:

3.1.1. (i) pay and thereafter charge Seller for any delinquent taxes,

penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property; (ii) pay, and thereafter charge Seller, for any amounts necessary to place title to the Property in the condition necessary to enable conveyance pursuant to this Agreement; including documentary transfer tax if necessary; (iii) pay and charge County for title insurance; (iv) pay and charge Seller and County each for their portion of escrow fees; (v) prorate all real property taxes which are unpaid and/or a lien on the Property as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from its proceeds. The tax amount withheld shall be made payable to County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Seller and County, (a) record documents of conveyance; (b) disburse the Purchase Price to Seller, less applicable prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver, as instructed, any items or documents given to Escrow Holder to hold on behalf of both parties.

3.2. Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within two (2) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

3.3. Form of Grant Deed. Fee simple title to the Property shall be conveyed by Seller to County by a grant deed substantially similar to the form attached hereto as Exhibit "B", subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.

3.4. Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee simple title to the Property to County, as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Escrow Holder, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only items approved in writing by County. The warranties of title are intended to survive the Closing. Prior to the Closing, Seller shall use reasonable efforts to remove from title any exception items disapproved by County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to County. Notwithstanding the foregoing, upon Closing, County shall assume responsibility for disposition of

any hazardous materials present on the Property as required by applicable Environmental Laws. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Property. If an exception item cannot be removed from title and/or County does not approve a method of removing any disapproved exception items from title for any reason, County, as its sole and exclusive remedy, may (i) waive this this Section 3.4 in said Agreement and proceed with this transaction, or (ii) terminate this Agreement, whereupon neither party will have any further liability to the other.

3.5. County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the grant deed to Escrow Holder; (ii) Seller's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. If any of the above conditions are not satisfied, County shall allow Seller an opportunity to cure by any reasonable method. If Seller fails to cure said deficiency, County may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If County does not object to Seller not satisfying any of the said conditions, County will be deemed to have waived that condition or those conditions as of Closing.

3.6. Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board adopting a Resolution of Notice of Intention to Purchase the Property; (ii) Board approving the purchase of the Property; (iii) County's deposit of the Purchase Price into Escrow no later than thirty (30) business days after Board approval of the purchase ; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. If any one of the above conditions are not satisfied, Seller shall allow County a reasonable opportunity to cure by any reasonable method. If County fails to cure said deficiencies, Seller may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If Seller does not object to County not satisfying any of the said conditions, County will be deemed to have waived that condition or those conditions as of Closing.

3.7. Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records of the County of Los Angeles. The parties agree to use their best efforts to effect the Closing no later than sixty (60) days following County's execution of this Agreement. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Possession.

4.1 County's Possession. County shall be entitled to possession of the Property as of the Closing.

4.1.1 Seller agrees to deliver the Property in a vacant condition, as described in Section 1.1., upon the Closing.

4.1.2 Seller agrees to terminate all property management agreements, listing agreements and maintenance agreements relating to the Property prior to Closing.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested; U.S. Postal Service Express Mail; or Federal Express to the following address:

To County: County of Los Angeles, Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana,
Director of Real Estate Division

To Seller: Roger Chi
117 W. Las Flores Avenue
Arcadia, CA 91007

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

6. Brokers. Seller represents and warrants to County that no Brokers have been engaged by it in connection with the transaction contemplated by this Agreement. County represents and warrants to Seller that no other broker or finder has been engaged by it other than County's Chief Executive Office, acting as the agent for County.
7. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other, and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

7.1 Power. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

7.2. Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

7.3. Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

7.4. Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

8. Indemnification.

8.1 The Seller shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to damages, demands, claims, actions, fees, costs and expenses (including without limitation, attorneys' and expert witness fees, legal expenses and consultants' fees), arising from and/or relating to this Seller, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.2 The indemnity provided by this section shall survive the Closing.

9. General Provisions.

9.1 Delegation of Authority. County hereby delegates to County's Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

9.2. Survival of Covenants. The covenants, agreements, representations and

warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.

9.3. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and County.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

9.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

9.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

9.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

9.8 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

9.9 Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

9.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

9.11 No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be

applicable in interpreting or enforcing this Agreement.

9.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of County by the Chair of the Los Angeles County Board of Supervisors the day, month, and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

MR. ROGER CHI

By: [Signature]
Roger Chi, Seller

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

LORI GLASGOW
Executive Officer-Clerk of the
Board of Supervisors

By: [Signature]
Deputy

JUL 26 2016



COUNTY OF LOS ANGELES

A body corporate and politic

By: [Signature]
Hilda L. Solis
Chair, Board of Supervisors
Los Angeles County

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

5 OF JUL 26 2016

[Signature]
LORI GLASGOW
EXECUTIVE OFFICER

78519

EXHIBIT LIST

Exhibit "A" Property Legal Description

Exhibit "B" Grant Deed Form

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

APN: 6055-010-006

Lot 7 and Lot 8 of Tract No. 7263, as per map recorded in Book 81, Page 61 of Maps in the office of County of Los Angeles Recorder.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Director of Real Estate Division

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX.
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

APN: 6055-010-006

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Roger Chi, a married man as his sole and separate property, (hereinafter called "Grantor") does hereby grant to County of Los Angeles, a body corporate and politic, (hereinafter called "County"), all of the Grantor's rights, title and interests to that certain real property in the unincorporated Athens-Westmont area of the County of Los Angeles, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated 3-2-16

ROGER CHI

By: 
Roger Chi

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

APN: 6055-010-006

Lot 7 and Lot 8 of Tract No. 7263, as per map recorded in Book 81, Page 61 of Maps in the office of County of Los Angeles Recorder.